



SIGDOCS_00

MICROSOFT CORP

File Location

Vendor Name

MICROSOFT CORP
12/31/2099

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Description: AMD#1 TO NON DISCLOSURE AGREEMENT WITH MICROSOFT
CORP X-REF 56098

Notes:

SIGDOCS_00
SIGNIFICANT DOCUMENTS
12/31/2099
\$0.11 x 1.12

**Amendment One to the 2002
Microsoft Corporation Non-Disclosure Agreement (Standard Reciprocal)**

The **City of Bellevue** and **Microsoft Corporation** having entered into **Microsoft Corporation Non-Disclosure Agreement (Standard Reciprocal)**, hereinafter referred to as the **Agreement**, dated March 6, 2002 now, in consideration of the mutual promises herein state, and agree to modification of the aforementioned contract as specified in Section 4(e) of the Agreement.

The Agreement shall be amended as follows:

1) **Section 2** shall be amended as follows:

A new subsection **2(F)** shall be created and shall read as follows:

2F. City and Microsoft agree that the disclosure of Information by City to Microsoft is in strictest confidence and thus Microsoft will take reasonable steps necessary to prevent video feeds from being enhanced in such a manner that would allow for identification of the subjects of the video.

1) **Section 4** shall be amended as follows:

A new subsection **4(J)** and **4(K)** shall be created and shall read as follows:

4. (J) City warrants and represents that it has the rights to disclose Confidential Information.

4. (K) EXCEPT AS SET FORTH IN SUBSECTION 4(J), CITY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, CITY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. CITY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE COMPANY.

All other terms and conditions of this Agreement shall remain the same.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.